

**STANDARD STRUCTURES INC.
TERMS AND CONDITIONS OF SALE**

WARRANTY AND INSPECTION; CLAIMS – Seller warrants that the products sold hereunder will be free from manufacturing defects. Buyer shall be obligated to inspect the products within five (5) days after the date of arrival at the destination specified on the reverse hereof and to give immediate written notice to Seller of any claim of defective materials or improper manufacture, setting forth with particularity the manner in which the products do not comply with this contract. If such notice is not given within five (5) days of delivery, it shall be conclusively presumed that Buyer has approved and accepted the products. **THE EXCLUSIVE REMEDY FOR ANY DEFECTS COVERED BY THIS WARRANTY SHALL BE THE OBLIGATION OF SELLER TO REPAIR OR REPLACE ANY PARTS OF SAID PRODUCTS WHICH SHALL BE DETERMINED TO THE SATISFACTION OF SELLER, UPON SELLER'S EXAMINATION, TO HAVE BEEN THUS DEFECTIVE OR IMPROPERLY MANUFACTURED.**

SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE, OTHER THAN STATED HEREIN. THE REMEDIES PROVIDED HEREIN ARE THE EXCLUSIVE REMEDIES TO THE PURCHASER, AND SELLER SHALL NOT BE LIABLE TO THE PURCHASER OR ANY OTHER PARTY, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER, FOR INJURY TO PERSON OR PROPERTY, OR ANY CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS RESULTING IN ANY DEFECT IN MATERIALS OR WORKMANSHIP OF THE PRODUCT SOLD.

CANCELLATION - This contract is not cancelable once fabrication has commenced. Prior to Seller's commencement of fabrication, Buyer may cancel upon payment to Seller of the cancellation fee set by Seller.

TITLE AND SHIPMENT; RISK OF LOSS – Upon loading of the materials on board carrier and presentation to Buyer, its agent or its bank of the invoice and bills of lading (and certificate of insurance if shipment is CIF), title to the materials and all risk of loss or damage thereto shall pass to and be borne by Buyer and shall constitute full and final delivery on part of Seller. Presentation to Buyer shall be deemed accomplished upon deposit of the above mentioned items in U.S. mail, postage prepaid.

All sales are made F.O. B. Seller's plant and factory at Windsor, California. **PURCHASER SHALL BEAR THE RISK OF ANY LOSS, DETERIORATION OR DAMAGE FROM THE TIME THE MATERIALS LEAVE THE SELLER'S PREMISES. BUYER OR BUYER'S AGENT SHOULD NOTE ANY DAMAGE TO THE TRUCK OR RAIL CARRIER IN WRITING AT THE TIME OF DELIVERY OR ATTEMPTED DELIVERY.**

Insurance is for the account of Buyer, but if the shipment is CIF, shall be procured by Seller in accordance with Seller's standard practices and shall be in addition to the price.

The anticipated shipping date set forth on the front hereof is an approximate date only. Seller shall not be liable for any delays in delivery which are caused by events beyond the control of the Seller, including, but not limited to, delays caused by inaccurate or incomplete data furnished by Buyer, changes or revisions in the work to be performed, tardy approval of shop drawings by Buyer, acts of Buyer or Buyer's agent, accidents, strikes, inability to obtain labor or materials, or delay in transportation. Seller shall have the right to extend the anticipated shipping date for up to thirty (30) days, for any reason, provided Seller shall give Buyer written notice of such delay at least seven (7) days prior to the scheduled shipping date. Seller may ship up to three business days prior to the scheduled shipping date to accommodate available transportation.

If shipment of the products is delayed upon the request of Buyer, or as a result of any conduct of Buyer or Buyer's agents, Seller shall not be liable for damage to the products occurring during storage. Buyer shall reimburse Seller upon demand by Seller for any costs incurred by Seller in connection with said storage, including steps taken to protect the products from the elements. Any delay in shipment requested or caused by Buyer or its agents not affect the terms of payment as provided herein. Buyer shall be responsible for the payment of any additional cost of shipping occasioned by the delay.

SHOP DRAWINGS – Seller is not the project engineer of record. If Seller prepares shop drawings or engineering calculations, Seller makes no representation of warranty as to the adequacy or completeness thereof. It is Buyer's obligation to carefully inspect such shop drawings or engineering calculations, and to review them with Buyer's designer or engineers. Buyer's written approval of said shop drawings or engineering calculations will be required prior to commencement of fabrication. In the event of any variance or conflict between said approved shop drawings or engineering calculations and details on the plans and specifications, said approved shop drawings or engineering calculations shall govern and supersede any information set forth in the plans and specifications, regardless of any express disclaimer of responsibility which Buyer or Buyer's agent may include in such written approval.

DESIGN AND USE – Buyer acknowledges and agrees that Seller's product has been designed and fabricated according to Buyer's design and structural criteria for use in the specific building or project described on the front hereof under the environmental conditions contemplated by Buyer for said building or project. Buyer therefore expressly releases Seller and agrees to indemnify, defend and hold Seller harmless from any liability or damages occurring by reason of structural changes or modifications of the building or project after the installation of said product and/or changed environmental circumstances resulting from changed uses of the building or project after the installation of said product.

SOLE AGREEMENT – This contract supersedes all prior agreements between Seller and Buyer, and constitutes the only contract between them. There are no promises, representations, agreements or understandings, express or implied, except those set forth herein. No modifications or additions to this contract shall be effective or binding until reduced to writing and signed by Buyer and Seller. In the event of conflict between the terms and conditions of this contract, the conditions stated in the plans and specifications or the conditions stated in Seller's Quotation, this contract shall govern.

APPLICABLE LAW – The parties agree that this contract is made and entered into at Seller's place of business in Sonoma County, California. Buyer submits to jurisdiction in the Courts of Sonoma County, California. The laws of the State of California shall apply in the construction of this contract or any dispute arising thereunder. Seller may avail itself of all remedies provided in California Commercial Code Section 2701, et seq.

PAYMENT – Unless otherwise agreed in writing, or stipulated on the face hereof, a payment shall be made in legal tender of the United States of America on the following terms: Net thirty days from date of invoice; two percent discount allowed for full payment within ten days from date of invoice. If Seller ships more than three business days ahead of scheduled delivery date, except upon Buyer's request, Buyer may add the number of days from date of invoice to three days before scheduled shipping date to the thirty day net and ten day discount periods. Invoice will be generated and mailed coincident with each shipment, or on the date goods are ready for shipment if a delay in shipment is requested or cause by Buyer or its agents. A finance charge at the rate of 1.5% per month (18% APR) will be applied to any balance not paid within terms. No retentions.

ATTORNEY'S FEES AND COSTS OF COLLECTION – In the event of Buyer's default in any of its obligations, including payments within terms, Buyer shall be liable and shall reimburse Seller for its cost of collection, including attorney's fees incurred in pursuing collection, whether or a not a lawsuit is filed.

PROTECTION AFTER DELIVERY – Care and handling is essential to prevent damage to finished surfaces. Buyer should take appropriate steps to preserve, protect and treat finished wood products, especially those which will be left open to weathering.